

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED JANUARY 10, 2004
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED "CITY"
AND
BURNS & McDONNELL ENGINEERING COMPANY, INC.
PARTY OF THE SECOND PART, HEREINAFTER CALLED "ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the completion of the "Groundwater Release Assessment - Brooks Landfill; and

JAC WHEREAS, paragraph ^{iv} B. of the above-referenced Contract provides that additional services related to "Groundwater Release Assessment - Brooks Landfill" may be provided with additional compensation paid on the basis of a Supplemental Agreement duly entered into by the parties; and

WHEREAS, it is the desire of both parties that ENGINEER provide additional services (designated herein as "Monitoring Well Installations") and receive additional compensation (as provided for herein):

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Scope of Services to be provided by ENGINEER, in connection with this Supplemental Agreement, is to assist in the installation of groundwater monitoring wells as outlined in Exhibit A.

II. PROJECT SCHEDULE

The anticipated project completion dates are shown below. ENGINEER will proceed with completing these services in an expeditious manner, using the anticipated completion dates as a general timeframe for completion of services.

<u>Task</u>	<u>Anticipated Completion Date</u>
1 (Submit proposal to KDHE)	April 24, 2006
2 (Well Installations)	May 31, 2006
3 (Reporting)	June 30, 2006

III. PAYMENT PROVISIONS

Payments to the ENGINEER for the performance of the professional services required by this Supplemental Agreement shall be in accordance with terms of the original contract. The attached "Schedule of Hourly Professional Services Billing Rates" is effective to December 31, 2006, and will be revised thereafter.

Total payments to the ENGINEER for providing the services set forth herein shall not exceed the sum of Eight Thousand One Hundred Eighty Dollars (\$8,180.00).

IV. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement on this _____, 2006.

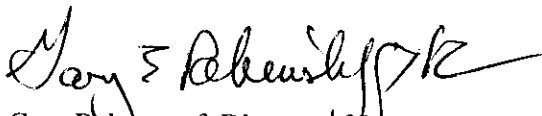
Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

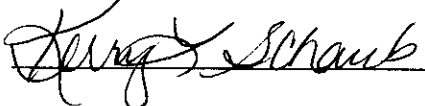

Gary Rebenstorf, Director of Law

BURNS & McDONNELL
ENGINEERING COMPANY, INC.



J. David Langford
Associate Vice President

ATTEST:



Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$49.00
Technician*	6	\$52.00
Assistant*	7	\$60.00
	8	\$82.00
	9	\$92.00
Staff*	10	\$101.00
	11	\$111.00
Senior	12	\$119.00
	13	\$131.00
Associate	14	\$145.00
	15	\$152.00
Principal	16	\$159.00
	17	\$166.00

NOTES:

- Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
- The hourly rates shown above are effective for services through December 31, 2006, and are subject to revision thereafter.
- For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
- Project time spent by corporate officers will be billed at the Principal rate (Level 17) plus 25 percent.
- For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell, ~~plus 10%.~~ PSN
2/11/06
- A technology charge of \$9.00 per labor hour will be billed for normal computer usage, computer aided drafting (CAD), long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
- Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

EXHIBIT A

To

**SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED JANUARY 10, 2004
BETWEEN
THE CITY OF WICHITA, KANSAS
AND
BURNS & McDONNELL ENGINEERING COMPANY, INC.**

For

**INSTALLATION OF GROUNDWATER MONITORING WELLS
BROOKS LANDFILL WICHITA, KANSAS**

Exhibit A

SCOPE OF SERVICES INSTALLATION OF GROUNDWATER MONITORING WELLS BROOKS LANDFILL

WICHITA, KANSAS

SCOPE OF WORK

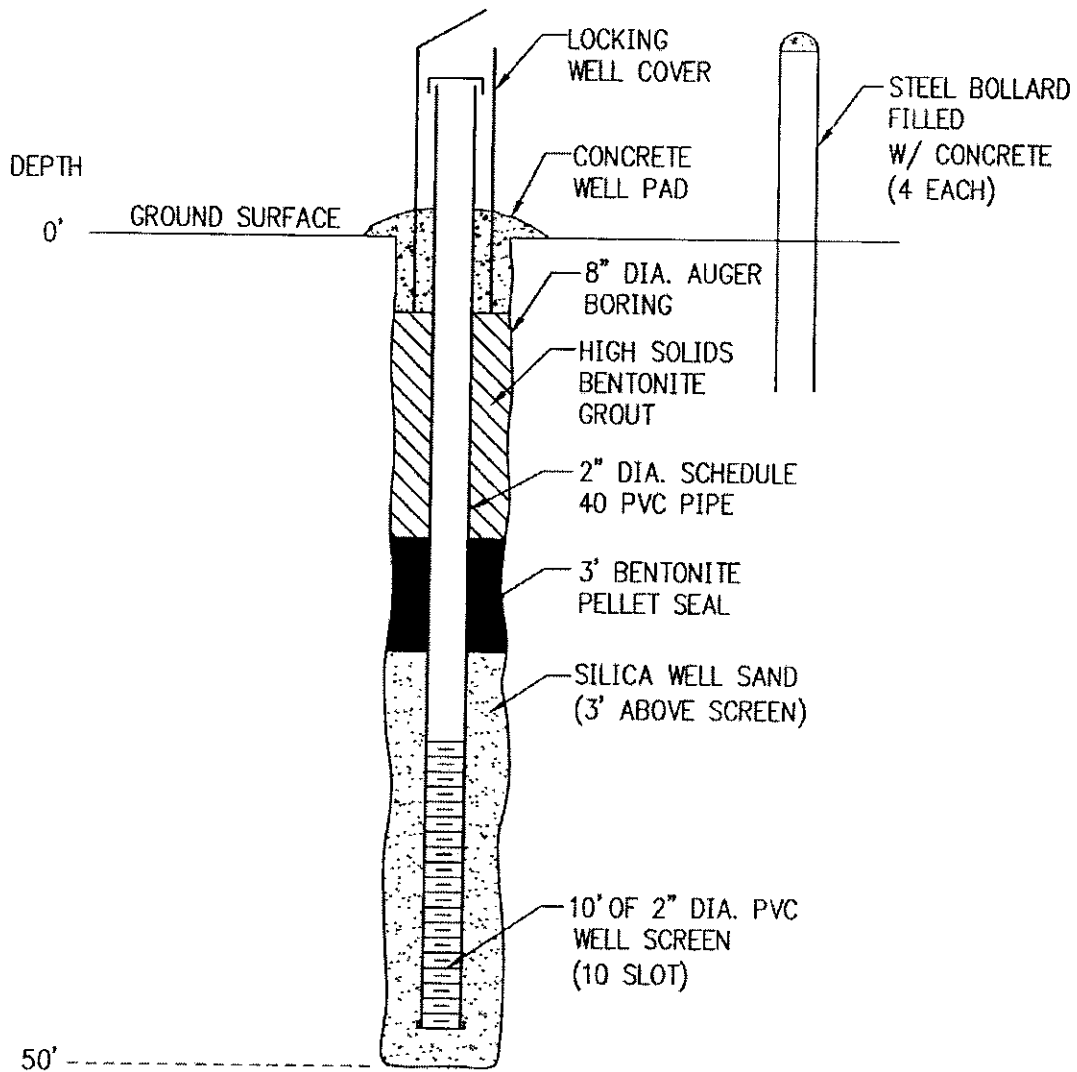
The scope of work includes drilling and installation 2 groundwater monitoring wells near the Brooks Landfill in Wichita, Kansas. The site is located in the Arkansas River valley and is underlain by alluvial deposits (surficial silt and clay on top of sand and gravel).

A work plan letter will be submitted to KDHE for approval. Each monitoring well will be drilled to a total depth of 50 feet below the ground surface. Hollow stem auger drilling is preferred to limit the generations of cuttings. No soil sampling is required. The monitoring wells will consist of 2-inch diameter PVE materials with a 10-foot section of 10-slot screen. Following the well installations, a report documenting the well installation activities will be submitted to KDHE.

See Figure 1 attached.

ADDITIONAL ITEMS

All work to be performed in Modified Level D personal protective equipment.
Soil cuttings spread on ground
No containerization of development/purge water required.
Well surface completion – above grade locking box.
4 protective bollards around each well.
Well development (assume 2 hours per well)
Decontamination time (assume 1 hour per well)
Well registration.



K:\ENV\AMERICAN AIRLINES INC\514\35733\06\SHALLOW-WELL.dwg 04-28-2005 11:17 C:\W
 COPYRIGHT © 2004 BURNS AND MCDONNELL ENGINEERING COMPANY, INC.

NOT TO SCALE



Figure 1
 Monitoring Well
 Construction Detail
 Wichita, Kansas